ITEM NO. 14

STAFF REPORT

CITY OF OCEANSIDE

DATE: August 21, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Human Resources Department

SUBJECT: **ADOPTION OF A RESOLUTION APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND THE OCEANSIDE CITY EMPLOYEES ASSOCIATION (OCEA) EFFECTIVE AUGUST 21, 2013 THROUGH JUNE 30, 2015**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving and implementing the Memorandum of Understanding between the City of Oceanside and the Oceanside City Employees Association (OCEA) effective August 21, 2013, through June 30, 2015.

BACKGROUND

The previous Memorandum of Understanding between the City and the Oceanside City Employees Association expired June 30, 2013. The City's negotiating team and OCEA representatives met and conferred; this resulted in a tentative agreement on August 6, 2013. OCEA members have a ratification vote on the agreement on August 20, 2013. The proposed Agreement is for a term from August 21, 2013, through June 30, 2015, and includes compensation and contract language clarification as directed by the City Council.

ANALYSIS

The key economic issues in the agreement include establishing a cap on the City's cost of healthcare and tuition reimbursement as well as holding salary levels at the current levels.

The Agreement provides a cap to the City's contribution for the health, dental and medical insurance rates effective January 1, 2014. In addition, the City agreed that all OCEA-represented employees would transfer their coverage for medical and vision insurance coverage to the Teamsters Miscellaneous Security Trust Fund beginning January 1, 2014. OCEA employees also agreed to a salary freeze for the term of the

agreement. Significant long-term savings will be realized due to caps on medical, dental and vision insurance contributions as well as the cap on the tuition reimbursement.

The reimbursement for safety shoes increased from $120 to $150, Tuition Reimbursement is caped at $2,000 per year, and the vacation accrual cap for employees hired on or after July 1, 1995 is changed to 300 hours.

The agreement also provides that effective OCEA employees will pay 50 percent of the "normal retirement costs" as provided by CalPERS up to a defined cap. Depending on the date of hire for Miscellaneous Retirement Plan employees, this equates to 6.75, 7 or 8 percent of their salary. Any increases to the percentages employees pay will need to be negotiated in future years. All current employees are paying their full employee share.

The key non-economic issues in the agreement include elimination of the Educational Incentive Plan and Computer Loan Program as well as inclusion of OCEA members in the Reasonable Suspicion Drug and Alcohol Testing Program. Side Agreements previously negotiated with OCEA regarding Agency Shop designation, Qualifications of Duty Program Personnel and the Appearance Guideline were also incorporated into the MOU.

FISCAL IMPACT

The fiscal impact for FY 13-14 associated with the contract terms are:

Insurance	($151,115)
Fiscal Year 2013/14 Savings	($151,115)

Additionally, significant long-term savings will be realized due to caps on medical, dental and vision insurance contributions as well as the cap on the tuition reimbursement. Medical insurance historically has increased between 8 and 12 percent per year and the City has borne the cost of most of the increase. Tuition Reimbursement has been tied to the cost of a full semester at San Diego State University and increased by approximately 26 percent from FY 2012 to 2013 to $6,578. This agreement caps Tuition Reimbursement at $2,000 per year. The caps put in place in this Agreement will provide ongoing savings to the City.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The resolution has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Memorandum of Understanding between the City of Oceanside and the Oceanside City Employees Association (OCEA) effective August 21, 2013 through June 30, 2015.

PREPARED BY:

Patricia Nunez
Human Resources Director

SUBMITTED BY:

Peter A. Weiss
City Manager

Attachment

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Michael Blazenski, Interim Financial Services Director

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OCEANSIDE AND THE OCEANSIDE CITY EMPLOYEES ASSOCIATION

WHEREAS, representatives of the City Council of the City of Oceanside have met and conferred in good faith pursuant to the Myers-Milias-Brown Act with representatives of the Oceanside City Employees Association; and

WHEREAS, as a result of the said meet and confer sessions a Tentative Agreement (Agreement) with said Association was reached by the Human Resources Director and representatives of said Association.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. That the Memorandum of Understanding for the period from August 21, 2013 through June 30, 2015 (attached hereto as Attachment I), between the City of Oceanside and Oceanside City Employees Association is hereby approved and adopted. The Memorandum of Understanding hereby approved shall expire at 11:59 p.m., on June 30, 2015, unless extended or modified as set forth in the Memorandum of Understanding.

SECTION 2. That all terms and conditions contained in the Memorandum of Understanding shall prevail over any inconsistent provisions of prior Memoranda of Understanding adopted by the City Council.

SECTION 3. That the City Manager is hereby directed to implement all provisions of said Memorandum of Understanding and to prepare any required amendments to the

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Personnel Rules and Regulations of the City of Oceanside and to submit said amendments to this Council for its approval.

PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this _____day of _____, 2013, by the following vote:

AYES:

NAYS:

ABSENT:

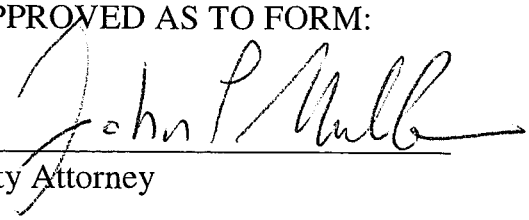
ABSTAIN:

_____
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:



_____
City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF OCEANSIDE

and

THE OCEANSIDE CITY EMPLOYEES' ASSOCIATION

Effective August 21, 2013 – June 30, 2015

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SUMMARY OF CHANGES

1. **TERM - From August 21, 2013 to June 30, 2015.**

2. **HEALTH/VISION INSURANCE**
   a. **Provides for all employees in OCEA-represented classifications to transfer to the Teamsters Miscellaneous Security Trust Fund, Plan SD-15.**
   b. **Provides for health/vision insurance rates to be capped at an amount up to the following monthly rates:**

i.	Employee only -	$511.80
ii.	Employee plus one -	$981.24
iii.	Employee plus family -	$1,208.60
iv.	Two Married w/o dependents	$1,154.40
v.	Two Married with dependents	$1,510.75

   c. **Rates are determined by actual coverage selected.**

3. **DENTAL INSURANCE**
   a. **Provides for dental insurance rates to be capped at an amount up to the following rates:**

i.	Dental DHMO	
	1. Employee only	$24.34
	2. Employee plus one -	$37.91
	3. Employee plus family -	$52.76
	4. Two Married OCEA ees w/o dependents	$44.60
	5. Two Married OCEA ees with dependents	$65.95
ii.	Dental DPO	
	1. Employee only	$43.29
	2. Employee plus one -	$64.73
	3. Employee plus family -	$90.54
	4. Two Married OCEA ees w/o dependents	$76.15
	5. Two Married OCEA ees with dependents	$113.18

   b. **Rates are determined by actual coverage selected.**

4. **RETIREMENT – Employees shall pay 50% of the normal costs towards retirement with a maximum cap during this contract period as follows:**
   a. **Miscellaneous Employees hired before December 11, 2011 Up to 8%;**
   b. **Miscellaneous Employees hired between December 11, 2011 and December 31, 2012 up to 7%; and**
   c. **Miscellaneous Employees hired on or after January 1, 2013 up to 6.75%.**

5. **VACATION ACCRUAL CAP - Employees hired on or after July 1, 1995 may accrue vacation up to a maximum of three hundred (300) hours.**

6. **SAFETY SHOES – Reimbursement amount shall be increased from $120 per year to $150 per year.**

7. **TUITION REIMBURSEMENT – Tuition Reimbursement will be reduced to $2,000 per year.**

8. **REASONABLE SUSPICION DRUG AND ALCOHOL TESTING - All employees holding classifications represented by OCEA shall be subject to the terms of Administrative Directive – 61.**

9. **FLOATING HOLIDAY PAYOUT OF PROBATIONARY EMPLOYEES – Employees serving their initial City probation, and who leave City employment voluntarily shall not receive payout of any remaining Floating Holiday Hours upon separation.**

10. **LAYOFF SENIORITY - Impact on seniority due to departmental splits and mergers shall be determined by the Human Resources Director.**

11. **ADDITION OF REPRESENTED CLASSIFICATION – The classification of Utility Worker Trainee will be added to the represented classifications list.**

12. **ADDITION OF SECTIONS - Sections will be added to the MOU providing for Agency Shop, Appearance Guidelines and Reasonable Suspicion Drug and Alcohol Testing.**

13. **DELETION OF SECTIONS - The following sections will be deleted from the MOU: Educational Incentive Plan and the Computer Loan Program.**

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF OCEANSIDE
and the
OCEANSIDE CITY EMPLOYEES' ASSOCIATION

Pursuant to Section 3500 et seq. of the California Government Code, this Agreement is entered into between the CITY OF OCEANSIDE (hereinafter referred to as "City") and the OCEANSIDE CITY EMPLOYEES' ASSOCIATION (hereinafter referred to as "Association").

I. RECOGNITION

The City recognizes the Association as the recognized employee organization for that unit of the City's employees as described in Appendix "A" of this Agreement (hereinafter referred to as "employee(s)" or "affected employee(s)").

II. AGENCY SHOP

Pursuant to Resolution No. 02-8200-1, dated April 3, 2002, the City recognizes the Association as an "Agency Shop".

III. MANAGEMENT RIGHTS

The City retains all rights not specifically delegated by this Agreement including, but not limited to, the exclusive right to determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of the City.

IV. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

A. DUES DEDUCTIONS

1. The City shall deduct Association dues payments from the paychecks of those Association members who authorize such deductions for the term of this Agreement. Association dues so deducted shall be of a uniform amount for each employee. **Association agrees to provide sixty (60) days advance notice to the City for any request to change dues amounts. Changes shall begin at the start of a pay period.**

The language of any form by which Association members authorize such deductions shall be mutually agreed upon by the City and the Association. **All dues deductions shall be in accordance with City Charter Section 305.** Such deductions shall be on a pay period basis. The amount deducted on behalf of any particular employee may be changed only once in any calendar year

2. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or the transmittal of such deductions to the Association.

B. TIME OFF FOR MEETING AND CONFERRING

The City shall provide reasonable time off without loss of pay or other fringe benefits for up to five (5) duly authorized Association representatives for the purpose of meeting and conferring with City representatives during the term of this Agreement. Any release from duty for such purposes shall have prior approval of the City. No Association representative shall be compensated in any manner for participation in any meet and confer session conducted during such representative's scheduled time off duty.

C. USE OF CITY FACILITIES

The City shall provide the Association with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services. The City may charge the Association such fees as necessary to offset the costs of providing such facilities for Association use.

D. USE OF CITY BULLETIN BOARDS

The Association may use City bulletin boards for matters within the scope of representation of its members as long as such does not interfere with City use of such bulletin boards or cause any disruption within the City service.

E. MOU DISTRIBUTION

The City agrees to make MOUs available **electronically. For Association members without access to computers at their work sites, hard copies may be obtained upon request from Human Resources.**

F. ACCESS TO EMPLOYEES

The City agrees to give a list of new hires (including department) to the Association once a month and to provide each new employee in a class represented by the Association with an Association information packet. The Association shall be responsible for providing the City with sufficient information packets.

G. ACCESS TO WORK LOCATIONS

Association officers and officially designated Association representatives shall have reasonable access for legitimate Association business. Association officers or designated Association representatives should first give notice to the **Human Resources Director** and the department head or his/her designated representative. If the department head or representative indicates to the officer or Association representative that they will be interfering with the normal conduct of City services or safety or security standards, the department head or representative shall arrange another time for the officer or Association representative to return to speak with the employee. The Association shall inform the City of its officers and designated representatives immediately after the changes are made.

H. UNION SEMINAR

Based upon the operational needs of the City, the City will authorize appropriate time off for designated Association stewards to attend a one-day union seminar once a year. Employees attending this seminar may utilize accrued paid leave or unpaid leave.

I. SAFETY

1. Procedures are as follows:

   a. An employee shall first bring safety or health issues to the attention of immediate supervisors.

   b. If immediate supervisor does not respond within five working days, the employee may elect to:

      (1) bring the concern to the attention of the next immediate supervisor by submitting a written memo stating the specific problems; or

      (2) Request evaluation from Risk Manager by submitting appropriate City form. Risk Manager will reply in writing to the employee.

2. The City agrees to review the Hazardous Study information.

V. SALARY/CLASSIFICATION PLAN

A. THE SALARY STEP PLAN

The Salary Step Plan as described in this Agreement shall provide a salary range for each employee job classification. Such salary range will be divided into six (6) salary level steps which shall be interpreted and applied as follows:

1. "A" STEP. The "A" or first step salary level will be the minimum rate and normally shall be the starting or hiring rate. In special cases when it is merited by experience, education, training or other qualifications, the City may approve the hiring of a candidate for employment at a higher level.

2. "B" STEP. The "B" or second step salary level may be granted to an employee after satisfactory completion of six (6) calendar months of service during the probationary period. The adjustment shall be made only if granted by the City. This second step must be granted at the time of satisfactory completion of the original probationary period.

3. "C" STEP. The "C" or third step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

4. "D" STEP. The "D" or fourth step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

5. "E" STEP. The "E" or fifth step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

6. "F" STEP. The "F" or sixth step salary level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase, only if granted by the City.

B. SALARY PLAN ADMINISTRATION

1. Association members shall normally receive salary compensation on a bi-weekly basis with **direct deposits,** pay checks and **pay stubs** being distributed on Friday. **Association members are strongly encouraged to utilize direct deposit to receive bi-weekly compensation.** Each bi-weekly pay period shall normally extend from 12:01 a.m. on the Sunday before a normal payday through 12:00 a.m. on the Saturday following a normal payday. For Association members scheduled to work a 9/80 work schedule, each bi-weekly pay period shall normally extend from 12:01 p.m. on the Friday before a normal payday through 12:00 (noon) on the Friday following a normal payday.

2. An employee will not receive any compensation of any type while on leave of absence without pay or while absent from duty without official leave.

3. If the salary range for a particular job classification is either increased or decreased, the City agrees to meet with the Association to determine appropriate placement on the salary range.

4. The City may accelerate salary step advancement for individual employees at its discretion.

5. To maintain any given salary step level, an employee must continue to maintain a fully satisfactory level of performance. All employees shall receive at least one (1) annual written department evaluation. Additionally, the City may, at any time, assess an employee's performance by conducting an evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may be reduced in salary step level or demoted in job classification. Any such reduction will be re-evaluated, at the City's discretion, after a specified period of time not exceeding one (1) year.

6. EVALUATION DATE DEFINED: The date on which an employee is to receive a performance evaluation in accordance with the salary step plan and the probationary period. Any change in an employee's job classification shall be considered as an appointment which establishes a new Evaluation Date.

   a. This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise.

   b. The Evaluation Date for any employee not present for duty nor in a pay status for one (1) or more full pay period(s) shall be advanced that number of pay periods.

C. THE PROBATIONARY PERIOD

1. DEFINED. The probationary period is a working evaluation period following an employee's appointment to the City service, or appointment to a new job classification, except by virtue of a reclassification, within the City service. Such a period may be extended by the City as a result of an employee's poor performance evaluation. The length of the probationary period shall normally be for six (6) calendar months unless otherwise specified by the City.

2. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be permanent until the successful passage of an employee's probationary period. Such probationary period shall be considered as part of the employee's examination process during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment.

3. Any appointment to the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be

discharged by the City without right of appeal, if during such probationary period the City deems the employee unfit or unsatisfactory for permanent appointment.

4. Any appointment within the City service shall be tentative and subject to the probationary period during which any newly appointed employee may be rejected by the City without right of appeal, if during such probationary period the City deems the employee unfit or unsatisfactory for permanent appointment.

D. TRAINEE LEVELS

The City may, at its discretion, establish trainee salary range levels and/or job classifications.

E. TEMPORARY EMPLOYEES

Temporary employees who are employed eight hours per day shall be employed for a period not to exceed six (6) months in a fiscal year or, if hired to fill a vacancy created by an authorized leave of absence of a permanent employee, such employment shall not exceed the length of the authorized leave. Newly hired temporary employees shall receive a letter from the **Human Resources Department** regarding their status.

1. After filling a temporary position for more than six months, the temporary employee shall be entitled to receive leave benefits, retirement benefits, and health benefits in the same manner as permanent employees.
2. If the position in which the temporary employee is serving becomes designated a vacant permanent position and the employee has served six (6) months, the temporary employee shall be placed on the eligible list for appointment to the vacant permanent position provided such person meets the minimum qualifications for the classification.
3. Temporary employees serving in vacant positions due to authorized leaves of absences shall be entitled to receive the benefits referred to in (1) above once the authorized leave of absence expires provided the employee has served at least six months.

F. ACTING APPOINTMENT

The City may, at its discretion, appoint an employee to an acting capacity in a job classification different than the one currently held by the employee. The employee shall receive any salary range increase which may be attendant to such acting service only after eighty (80) consecutive work hours of City-recognized successful service in such acting capacity (sick leave, vacation and other accrued leaves will not be included in the initial eighty hour requirements). Employees appointed to an acting capacity shall only be required to complete the eighty (80) consecutive work hour requirement, for the same acting capacity, once per calendar year to be eligible to receive the salary range increase. Any salary range increase provided to an employee shall be determined in accordance with the promotion provisions of this Agreement.

Service in an acting capacity shall not continue for a period of time exceeding one hundred eighty (180) days nor be considered in establishing an employee's Evaluation Date for the purpose of applying the salary step plan.

G. RECLASSIFICATION

The City may, at its discretion, reclassify any job within the City service to accommodate materially changed job duties not anticipated in the original classification which are assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee.

1. RECLASSIFICATION DEFINED: A reclassification is a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification which are assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Salary range level increase or decrease may, at the City's discretion, accompany a reclassification. Position reclassification is neither promotional nor demotional.

2. RECLASSIFICATION PROCESS: Reclassification claims for an employee may be submitted by the Association, the employee or department management to the City's Human Resources Department **no earlier than December 1 and** no later than January 1 of each year. Any reclassification changes that are recommended by the **Human Resources** Department shall be submitted for consideration during budget deliberations. Those reclassifications that are approved by the City Council shall take effect in the first pay period in July.

H. H-RATING

The City may, at its discretion, H-Rate any employee in the City service. Such action shall not take effect until any employee has had fifteen (15) calendar days advance notice. Upon request the City shall meet with an employee and/or the employee's representative concerning the impact of the City's decision to apply an H-Rate.

H-RATING DEFINED. H-Rating shall mean that the salary range for the affected employee shall remain the same until the employee's salary range equals or exceeds the H-Rating level.

I. PROMOTION

The City may, at its discretion, promote any employee to a different job classification within the City service having more responsible duties, and/or higher job qualifications, and/or a higher salary range level. Upon promotion, **including continuum advancements,** any employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification, provided that such increase shall be at least equivalent to the minimum

and shall not exceed the maximum salary range level established for the new job classification. A promotion shall establish a new Evaluation Date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and subject to the probationary period. Any employee rejected during such probationary period shall be reinstated to the job classification held prior to the promotion, unless the employee is discharged from the City service as provided in this Agreement.

J. DEMOTION

The City may, in accordance with this Agreement, demote any employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or a lower salary range level. Upon demotion, any employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotional) job classification, provided that no employee shall receive a salary which exceeds the maximum salary range level established for the new job classification. A demotion shall establish a new Evaluation Date for purposes of applying the salary step plan and may reinstitute the probationary period. Prior to an employee being demoted for disciplinary reasons, the employee shall be accorded all due process rights to which the employee is entitled, including but not limited to, advance notice of the action, a Skelly hearing and all other due process rights in accordance with current laws and the Personnel Rules and Regulations.

K. CONTRACTUAL EMPLOYEES

No contractual employee who is assigned to a unit position on a temporary or permanent basis shall act as a supervisor or lead worker to other employees covered by this Memorandum of Understanding.

VI. COMPENSATION

All employees shall be compensated as follows:

A. SALARY

All Association members shall be compensated pursuant to the City of Oceanside Salary Schedule. **There will be no global salary increase during the term of this agreement.**

B. OVERTIME PAY

1. The City may assign employees work in excess of the normal, regularly scheduled forty (40) hour work week which shall be compensated at the rate of one and one-half times (1½) the employee's regular hourly rate of pay as overtime pay or at the rate of one and one-half times (1½) the hours worked as compensatory time.

2. All overtime work shall be authorized in advance by an employee's appropriate immediate supervisor, or no compensation shall be provided.

All authorized overtime work shall be compensated at one and one-half times (1½) the employee's regular rate of pay unless the employee and the immediate supervisor mutually agree the employee is to receive compensatory time in lieu of cash overtime.

3. Authorized sick leave, scheduled vacations and holidays where an employee is in an authorized pay status shall be considered as time worked in establishing the employee's normal regularly scheduled forty (40) hour work week.

4. Compensation as provided herein above shall not be granted to any employee for services for which the employee has been otherwise compensated. For purpose of this section, compensation for paid time off shall not be considered as compensation for services rendered.

5. Nothing hereinabove shall be construed to be a guarantee of a minimum work week for any employee.

6. An employee may accrue a maximum of eighty (80) hours of compensatory time off. The employee shall be permitted to schedule the use of compensatory time off provided the employee requests the time off at least two work days in advance and the requested time off will not unduly disrupt the operation of the office or department. If the requested time off is not granted, the immediate supervisor and the employee shall meet to select an alternative date. If no alternative date is available, the employee shall be paid in cash in lieu of receiving time off.

7. Compensatory time off may be used in ½ hour increments.

8. An employee may cash out any accrued compensatory time off once each quarter upon a written request to the Payroll Supervisor in the Finance Division. Upon separation from City service, the employee shall be paid for all unused compensatory time off at the rate of pay in effect at the time of separation.

C. RETIREMENT

1. **The City has contracted with CalPERS to provide retirement benefits for Association members in the Miscellaneous Retirement Plan as follows:**
   a. **Association members hired prior to December 11, 2011 - 2.7% at 55 with the highest one (1) year's salary;**
   b. **Association members hired on or after December 11, 2011 through December 31, 2012 - 2% at 60 with the three (3) highest years' salary; and**
   c. **Association members, considered as "New" Association members by CalPERS, hired on or after January 1, 2013 - 2% at 62 with the three (3) highest years' salary.**

2. **The City shall continue to provide for the following optional retirement benefits pursuant to the California Government Code (Title 2, Division 5 and Title 1, Division 7):**

   a. 1959 Survivor Benefits pursuant to Section **20070**.
   b. Third Level of 1959 Survivor Benefits pursuant to Section **21573**.
   c. **Post** Retirement Survivor's Benefits pursuant to Sections **21624 and 21626**
   d. **Military** Service Credit pursuant to Section **21024**.
   e. One Year's Final Compensation pursuant to Section **20042 for eligible Association members**
   f. Service Credit for unused sick leave.

3. Association members shall pay **50% of the normal costs towards retirement with a maximum cap** as follows:
   a. Miscellaneous Association members hired before December 11, 2011 up to 8%;
   b. Miscellaneous Association members hired between December 11, 2011 and December 31, 2012 up to 7%; and
   c. Miscellaneous Association members hired on or after January 1, 2013 up to 6.75%.

4. Effective beginning the first full pay period in July 2011; the City agrees to eliminate reporting of the Employer Paid Member Contribution (EPMC) as additional compensation for employees in the bargaining unit.

5. Effective the first full pay period in July 2011, all bargaining unit employees shall pay an additional 2.5% of the employee's portion of PERS, for a total of 5.5%. Effective the first full pay period in January 2012, all bargaining unit employees shall pay an additional 2.5% of the employee's portion of PERS, for a total of 8% and shall continue to pay the full employee's portion of the PERS contribution.

D. MEDICAL/VISION COVERAGE

1. **Effective on execution of this Memorandum of Understanding, the City agrees to participate in and contribute to the Teamsters Miscellaneous Security Trust Fund ("Fund") on behalf of all employees in the bargaining unit and their dependents for medical and vision benefits, unless the employee opts out of coverage. Employees will be covered under the Fund's Plan SD-15 starting January 1, 2014.**

   Coverage shall be available to new employees in the bargaining unit after sixty days of employment. The new employee will be responsible to pre-pay any shortfall in the premium to the City for the cost of the insurance plans selected.

A member of the bargaining unit who is married to a City employee outside the bargaining unit, and both are full-time employees, must opt-out of coverage under Plan SD-15.

Members of the bargaining unit shall not be eligible to enroll in any other City-sponsored medical or vision plan. Employees in the bargaining unit will not be eligible to enroll in other City-sponsored medical or vision plans upon retirement.

Retired employees currently on City-sponsored plans as of December 31, 2013 shall be allowed to remain on those plans as long as premiums remain current. Employees retiring on or after January 1, 2014 shall not be allowed to join City-sponsored plans.

2. **CITY OBLIGATIONS**

   a. **The City agrees to execute the Trust Acceptance and Contract Data form, obligating it to the Agreement and Declaration of Trust of the Fund, and any amendments thereto.**
   b. **The City agrees to pay the following monthly amounts for full-time employees:**
      i. **For single coverage, up to $511.80**
      ii. **For two-party coverage, up to $981.24**
      iii. **For family coverage, up to $1,208.60**
      iv. **For two married members of the bargaining unit without dependents, up to $1,154.40**
      v. **For two married members of the bargaining unit with dependents, up to $1,510.75**
   c. **For part-time employees, the City agrees to pay up to $310 per month toward the plan the employee elects.**
   d. **The above rates shall be based on actual enrollment data provided to the City by the Fund.**
   e. **The sums to be paid by the City are capped at the above amounts. Employees shall be responsible for any premiums in excess of these amounts, which sum shall be paid through payroll deduction. Under no circumstances shall the City be required to pay any employee for the unused City contribution.**
   f. **The City has no obligation to contribute on behalf of employees on leave of absence, unless required to do so by state or federal law. If the absence is greater than one pay-period, the employee shall be responsible for payment of the full premium for the duration of his or her absence. The cost of the premium will be deducted from the employee's paycheck if there are sufficient funds. If there are not sufficient funds, the employee must submit payment to the Human Resources Department within fifteen (15) days of notice of required payment.**

g. **If an employee opts out of Plan SD-15 coverage, the City will pay the Fund up to $50 per month for the opt-out fee. If the opt-out cost exceeds $50, the employee shall be responsible for the difference, which will be deducted from the employee's paycheck.**

3. **ROLE OF THE FUND**
   a. **The Fund shall provide COBRA medical information and access to coverage to employees in the bargaining unit who terminate employment other than by retirement.**
   b. **The Fund shall be responsible for providing information to new employees regarding the Fund SD-15 plan and enrolling the new employee in coverage.**
   c. **The Fund shall conduct open enrollment for employees in the bargaining unit.**
   d. **The Fund shall be responsible for providing employees in the bargaining unit with a Summary of Benefits and Coverage as required by applicable law.**

4. **ASSOCATION INDEMNITY**
   Association shall defend, indemnify and hold the City, its officers, agents and employees harmless from and against all claims or causes of action arising from the decision to provide medical and vision coverage to employees in the bargaining unit exclusively through the Teamsters Miscellaneous Security Trust Fund ("Fund") SD-15 Plan. This indemnity shall include, but not be limited to, any fines or penalties assessed under Internal Revenue Code section 4980(H), or any other provision of state or federal law.

E. DENTAL COVERAGE

All employees in the bargaining unit shall have the option to enroll in the City's Dental Plans. Employees may elect to change their choice of benefit once per year at a time designated by the City and insurance provider.

1. **The City agrees to pay the following amounts:**
   a. **For single coverage, up to $43.29 for the City-contracted DPO plan or up to $24.34 for the City-contracted DHMO plan.**
   b. **For two-party coverage, up to $64.73 for the City-contracted DPO plan or up to $37.91 for the City-contracted DHMO plan.**
   c. **For family coverage, up to $90.54 for the City-contracted DPO plan or up to $52.76 for the City-contracted DHMO plan.**
   d. **For two married members of the bargaining unit without dependents, up to $76.15 for the City-contracted DPO plan or up to $52.76 for the City-contracted DHMO plan.**

e. **For two married members of the bargaining unit with dependents, up to $113.18 for the City-contracted DPO plan or up to $65.95 for the City-contracted DHMO plan.**

2. **The sums to be paid by the City are capped at the above amounts. Employees shall be responsible for any premiums in excess of these amounts, which sum shall be paid through payroll deduction.**
3. **The City shall continue dental coverage for employees on approved leaves of absence without pay provided the employee pays the premiums in a timely manner. The City shall provide the employee with a payment schedule. For employees on approved leaves of absence without pay under the Family and Medical Leave Act, the City shall continue the monthly dental insurance contribution as required by law.**

F. LIFE INSURANCE

The City shall provide each employee in the bargaining unit group life insurance coverage equal to their annual salary, with a minimum benefit of $30,000 and a maximum of $200,000. The City shall contribute the appropriate monthly premium for such coverage.

G. SUPPLEMENTAL LIFE INSURANCE

The City will provide a supplemental life insurance program option for all employees in the bargaining unit and their dependents. Employees who opt to participate in this program will pay the cost of such insurance.

H. LONG-TERM DISABILITY INSURANCE

The City shall continue to provide for long-term disability insurance for all employees at the current rates and levels. Minimally, such program shall provide a disability benefit equivalent to sixty-six and two-thirds percent (66 2/3%) of the employee's basic monthly salary up to a maximum benefit of six thousand dollars ($6,000.00) per month. Any such disability benefit shall not become payable until the passage of ninety (90) days from the date of disability and exhaustion of all the employee's accrued sick leave, whichever is later. Such disability benefits shall not be paid concurrently with sick leave benefits, and shall be offset by disability retirement benefits, or benefits equivalent to those provided in Labor Code Section 4650 or like benefits which may be imposed by state or federal mandate.

1. The long-term disability insurance program described in Section V.I. above shall not be canceled or otherwise altered in scope except by the mutual agreement of the City and the Association. The City shall notify the Association prior to any change in carriers for Long Term Disability insurance.

2. The City shall contribute, as appropriate, up to the full "employee only" premium cost of the above-described long-term disability program.

I. SHORT-TERM DISABILITY INSURANCE

The City shall continue to provide for short-term disability insurance for all employees. No disability benefits shall be provided by any such program concurrent with sick leave benefits, disability retirement benefits, or benefits equivalent to those provided in Labor Code Section 4650 or like benefits which may be imposed by state or federal mandate.

1. The City shall contribute, as appropriate, up to the full "employee only" premium cost of the above-described short-term disability program. Maximum reimbursement is **$700.00** per week.

2. The short-term disability insurance program described in Section V.F.1. above shall not be canceled or otherwise altered in scope except by the mutual agreement of the City and the Association. The City shall notify the Association prior to any change in carriers for Short Term Disability insurance.

J. SHIFT DIFFERENTIAL PAY

If five hours of an employee's regularly scheduled work hours are between 6 p.m. and 6 a.m., the employee shall receive an additional 5% for all hours actually worked. The differential shall be paid for sick leave, vacation and holidays.

K. PHYSICAL EXAMINATIONS

The City shall provide for any medical examination required by the City of any employee at no cost to the employee.

L. EMERGENCY RECALL PAY

1. Any employee recalled to perform job duties after the close of the regularly assigned shift and after departure from City facilities shall receive a minimum of two (2) hours salary or two (2) hours of compensatory time off, as agreed upon by the appropriate immediate supervisor and the employee. Any employee required to work longer than two (2) hours after being recalled shall receive overtime pay as provided in this Agreement.

2. All employees subject to emergency recall shall regularly reside within a reasonable response time of thirty-five to forty minutes driving time from their place of employment.

M. REPLACEMENT OF PERSONAL PROPERTY

Any employee that suffers damage, destruction or loss of personal property, except a motor vehicle, boat, airplane or similar such vehicle, required in the performance of regular duties and as a result of performing those duties, shall be entitled to replacement or repair thereof upon the approval of the Risk Manager, not to exceed $500, provided that such damage or destruction did not result from employee negligence. Any reimbursement provided under this section shall not exceed the reasonable value of functional replacement or repair. Specific replacement or repair value limitations on such articles as eyeglasses and watches shall be established by the City.

N. REASONABLE SUSPICION DRUG AND ALCOHOL TESTING PROGRAM

All members of the bargaining unit shall be subject to the provisions of Administrative Directive AD-61.

O. TUITION REIMBURSEMENT

Effective July 1, 2013, full time employees who have successfully completed their initial probationary period are eligible to receive tuition reimbursement. The City shall provide reimbursement for tuition, books, lab fees and mandatory fees within a fiscal year up to **$2,000** for courses related to the employee's current job. An employee shall be reimbursed upon submitting evidence that he/she has satisfactorily completed the approved course work. Employees shall obtain pre-approval from the City prior to commencement of classes. **Failure to obtain pre-approval prior to commencement of the class shall result in denial of all class costs.** Reimbursement will only be granted for courses taken at universities or colleges that are accredited with the Western Association of Schools & Colleges or one of the other five (5) regional associations that accredit public and private schools, colleges and universities in the United States.

Employees must submit their request for reimbursement within ninety days of course completion. Coursework approved during a fiscal year will be paid to that fiscal year allowance, regardless of the course end date. **If any other labor organization is given (or allowed to keep) a higher Tuition Reimbursement amount, that amount shall be extended to OCEA members on the same terms and effective date. This will sunset on June 30, 2015.**

If an employee attains a degree in a subject related to his/her current job, the employee shall receive a one-time payment of $300 for an Associate level degree and $600 for a Bachelor's degree. **Reimbursement request must be submitted within ninety (90) days of receipt of the degree.**

P. DEFERRED COMPENSATION

All employees may participate in the City's non-contributory Deferred Compensation Plan on a voluntary basis, subject to all of the Plan's conditions and regulations, including annual sick leave payoff.

Q. SAFETY SHOES

The City shall reimburse any employee required by the City to wear safety shoes in regular job duties for the purchase price of such shoes up to a maximum of **$150**. City reimbursement for such shoes shall be limited to one (1) pair of shoes at any one time, and no replacement reimbursement shall be provided unless such replacement has been authorized by the City. No limit shall be established on the number of pairs of safety shoes replaced during any specific period of time. No replacement reimbursement shall be made until the shoes to be replaced have been turned in to the City.

R. BILINGUAL PAY

Any employee may apply to be tested for bilingual certification and a certification examination shall be scheduled within a reasonable time thereafter.

The City shall determine which languages are needed and the number of personnel needed to perform the service. Bilingual certification examinations may include Spanish, Samoan and American Sign Language. All persons passing the test up to a maximum to be determined by the City shall be certified to receive the bilingual stipend of **$ .58 per hour**.

S. TOOL ALLOWANCE

Effective each calendar year, the City shall reimburse each permanent, full-time Automotive Technician and Mechanic for tools purchased for use on the job, up to a maximum of **$1,000** annually. Proof of purchase shall be submitted to the City and eligible employees shall be reimbursed in accordance with standard City accounting practices.

T. UNIFORMS

The City shall continue to provide uniforms for any employee required by the City to wear such uniforms in the course of regular job duties as is the current practice at the time of the adoption of this Agreement. Non-sworn employees working in the Police Department shall receive one shirt during their employment.

If the City requires employees in the Evidence and Property Technician classification series to wear a uniform, then the City will provide these employees with a uniform allowance commensurate with other uniform allowances for bargaining unit

employees. Prior to the implementation of any uniform requirements the City will meet and confer with the Association.

U. MILEAGE

When an employee is authorized to use his/her personally owned vehicle during work assignments, the City shall provide advanced mileage or mileage reimbursement at a level equivalent with the current IRS rate. This rate is subject to adjustment up or down based on actions of the Federal government. The set rate is intended to be a total amount paid for use of the vehicle, inclusive of gas, oil, insurance and maintenance.

V. FLEXIBLE SPENDING ACCOUNTS

Effective May 1, 1995, the City agrees to implement an IRS-approved Flexible Spending Account (FSA) program that will enable employees to defer compensation on a pre-tax basis for eligible health care expenses and dependent care expenses. Administrative fees will be paid by the City.

W. NOTARY PAY

Employees licensed by the State of California, as Notaries shall be eligible to receive a monthly stipend of **$ .58 per hour**. Department Directors shall determine the number of personnel needed to perform notary services within their respective departments based on a demonstrated need.

X. LEAD WORKER/DUTY OPERATOR PAY

Wastewater Plant Operators assigned as lead workers will receive **$ .87 per hour** while serving in the assignment as appointed by the Department Director.

Y. CERTIFICATION PAY

The City will pay **$ .87 per hour** to employees with the State of California Hazardous Materials Handler Certification, or the State of California Playground Equipment Inspector Certification, or the State of California Pesticide Applicator Certification. Department Directors shall determine the number of personnel needed to perform professional services under these licenses/certifications within their respective departments based on a demonstrated need.

The City will pay all employees in the Building Inspector classifications who receive certifications, exceeding the minimum requirements, through ICC or Legacy Code in the areas of Commercial Building, Commercial Plumbing, Commercial Mechanical and Commercial Electrical, certification pay as follows:

Two certifications:	**$ .29 per hour**

Three certifications	**$ .58 per hour**
Four certifications:	**$ .87 per hour**

The maximum monthly certification pay shall not exceed **$ .87 per hour** for each employee.

Department Directors shall determine the number of personnel needed to perform professional services under these certifications within their respective departments based on a demonstrated need.

Z. QUALIFICATIONS OF DUTY PROGRAM PERSONNEL

Water Systems personnel assigned to the after hours duty call schedule must hold a valid Distribution III (D3) certificate or higher. This is done to comply with the California Code of Regulation, Title 22, Division 4, Chapter 13, Article 63770 (a) and (b)(5).

AA. APPEARANCE GUIDELINES

All City employees shall maintain a professional appearance through attire reflecting the specific requirements of his/her job duties.

1. **All employees shall dress in clean clothing, free of tears.**

2. **Each employee shall maintain an inoffensive level of personal hygiene.**

3. **Each employee shall wear all required safety and personal protective equipment in accordance with established department guidelines.**

4. **For office personnel, shorts, tank or midriff tops, yoga or skintight leggings or pants, see-through clothing, and flip-flops or thongs are inappropriate.**

5. **For office personnel whose job assignments include contact with the public, sweat or jogging outfits and T-shirts of any kind are inappropriate.**

6. **Field personnel shall wear full shirts and pants or approved shorts, as well as sturdy, enclosed shoes for safety reasons. For field personnel, inappropriate apparel includes tank or midriff tops, see-through clothing, and cut-off shorts.**

7. **For field personnel whose job assignments include contact with the public, sports jerseys or T-shirts (other than those issued by the department) of any kind are inappropriate.**

8. **No employee may wear any article of clothing which bears a sexually suggestive or profane symbol or word or any statement, symbol or picture which could be offensive or discriminatory and violate the City's Harassment, Discrimination, Retaliation Prevention Policy (AD-43).**

9. **On Casual Fridays, clean jeans free of holes and tears maybe worn. Jeans are not appropriate on any other day of the week, unless exception is granted in advance by the Department Director. Tennis shoes or sneakers may be worn on casual Fridays.**

10. **Exceptions to these guidelines include the following or similar circumstances:**
    a. **Uniformed personnel.**
    b. **Special occasions designated by the Department Director or designee.**
    c. **Employees relocating offices, or performing other atypical or unusual job duties when approved by the Department Director or designee.**

These guidelines establish minimum standards normally acceptable. They will be reasonably applied in order to accommodate the various situations not susceptible to enumeration.

Exceptions for medical reasons may be granted by the Human Resources Department Director.

VII. ATTENDANCE AND LEAVES

A. HOURS OF WORK

1. The basic work week shall consist of five (5) eight (8) hour days, or forty (40) hours per week. However, employees for whom the City deems a different schedule to be desirable or necessary shall work according to such other schedule. If the work schedule is changed from 5/8 to 4/10 or some other flexible work schedule (or the reverse), employees shall receive two weeks notice, unless the schedule change is necessitated by an emergency.

2. Lunch periods and breaks shall be as scheduled by the City.

3. Employees working during the conversion from Standard Time to Day Light Savings Time will be allowed to utilize their accrued leave (excluding sick leave) or take one hour leave without pay at the employee's option, to ensure a full work day (i.e. if the employee normally works an eight hour shift, and due to the

conversion only works seven hours, the employee will be authorized to utilize their accrued leave (excluding sick leave to ensure a full paid work shift).

B. ATTENDANCE

Employees shall work the schedule assigned unless granted official leave by the City.

Employees who are unable to report to work due to personal illness or illness of a family member must utilize sick leave. Employees are not authorized to utilize vacation, holiday or other forms of accrued leave in lieu of sick leave.

C. SICK LEAVE

1. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, necessary consultation with or treatment by a doctor or dentist, or necessary attendance to the illness or injury of a member of the employee's immediate family.

   An employee's immediate family shall consist of the employee's spouse, children, step children and foster children; the employee's or spouse's grandparents, parents, step parents, brothers or sisters; other members of the employee's family residing in the employee's home; or other members of the employee's family entirely dependent upon the employee.

2. SICK LEAVE USE

   a. An employee may be granted sick leave only in case of actual sickness as defined in Subsection VII.C.1. above. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and shall be available to return to duty.

   b. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one (1) hour after the time established as the beginning of the employee's work day.

   c. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.

   d. Sick leave shall only be granted in even, one-half hour increments.

   e. Sick leave shall not be granted to any employee absent from duty after separation from City service, during a City-authorized leave of absence without pay, or any absence from duty not authorized by the City.

f. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

g. Sick leave may be granted to any employee during the first six (6) full calendar months of the employee's original probationary period.

h. In the event that an employee has applied for sick leave for two (2) or more consecutive scheduled working days, the City may require a physician's certification as to the diagnosis of the illness or injury, the treatment recommended for it, and an approval of the employee's intended return to work. The City may, however, require such certification regarding sick leave use at any time.

i. Sick leave granted to any employee for necessary attendance to the illness or injury of a member of the employee's immediate family, or death within the employee's immediate family, shall not exceed forty (40) hours in any calendar year.

j. Employees on an approved FMLA leave may use up to twelve weeks of accrued sick leave in any twelve (12)-month period.

3. SICK LEAVE ACCRUAL

a. All employees shall accrue one (1) hour of sick leave for each 21.66 hours spent in a pay status beginning on the first day of service as a City employee. Such accrual shall take place on a pay period basis. Hours spent in a pay status shall include all regular hours worked in the City service and all hours spent in a paid leave status from regular duties, and shall exclude any hours worked as overtime or special time.

b. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

c. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise provided by this Agreement.

d. Sick leave shall not be accrued by an employee absent from duty after separation from City service, during a City-authorized leave of absence without pay, or any absence from duty not authorized by the City.

e. Employees may accrue sick leave on an unlimited basis effective February 26, 1995.

f. **Regular employees transferring from a full-time position to a part-time position will carry their sick leave balance to the part-time position and will be allowed to use the balance of their sick leave while in the part-time**

position. However, they will not accrue additional sick time as a part-time employee.

4. REIMBURSEMENT FOR ACCRUED SICK LEAVE

   a. For employees hired on or prior to July 1, 1981:

      Upon separation by retirement following five (5) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's total accrued sick leave or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's total amount of accrued sick leave to zero.

   b. For employees hired after July 1, 1981:

      Upon separation by retirement, following five (5) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's accrued sick leave up to a maximum payoff level of 600 hours or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's accrued sick leave by the number of hours cashed out.

   c. For employees hired on or prior to July 1, 1981:

      Upon separation of any type, other than by disciplinary discharge, and following ten (10) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's total accrued sick leave or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's total amount of accrued sick leave to zero.

   d. For employees hired after July 1, 1981:

      Upon separation of any type, other than by disciplinary discharge, and following ten (10) continuous years of City service, an employee may be paid fifty percent (50%) of the employee's accrued sick leave up to a maximum payoff level of 600 hours or may apply a portion of or the entire accumulated sick leave accrual balance to PERS service credit at the employee's option. Such reimbursement shall be at the employee's salary rate at the time of separation and shall reduce the employee's accrued sick leave by the number of hours cashed out.

e. Each calendar year, an employee may elect to receive payment in lieu of accrued sick leave provided such employee has used thirty-two (32) hours or less of sick leave during the calendar year. An eligible employee shall notify the City of the desire to receive such payment prior to the last working day in November of any calendar year. An employee receiving such pay shall receive, at the then-current salary rate, pay for one half (50%) of the number of hours of sick leave accrued less those hours used for the calendar year period. The employee's accrued sick leave shall be reduced by the number of sick leave hours for which pay is provided.

D. BEREAVEMENT LEAVE

1. A **regular** employee shall be eligible to take three (3) days leave of absence on account of the death of a member of the employee's immediate family.

2. An employee's immediate family shall consist of the employee's spouse, children, step children and foster children; the employee's or spouse's grandparents, parents, step parents, brothers or sisters; and other members of the employee's family residing in the employee's home.

3. Upon approval of the Department Director, an additional two (2) days of bereavement leave may be granted. These two (2) days, if granted, shall be chargeable to sick leave.

E. HOLIDAYS

1. Employees shall receive the following paid holidays on a straight time basis:

   a. January 1st, "New Year's Day";
   b. The third Monday in January, "Martin Luther King Jr. Day";
   c. The last Monday in May, "Memorial Day";
   d. July 4th, "Independence Day";
   e. The first Monday in September, "Labor Day";
   f. November 11th, "Veteran's Day";
   g. "Thanksgiving Day";
   h. The Friday after Thanksgiving Day;
   i. December 25th, "Christmas Day";

2. In the event that one of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. In the event that any of the above holidays falls on a Saturday, the Friday preceding will be observed as the holiday.

3. In the event that a holiday falls on an employee's regularly scheduled work day and the employee is required to work, then the employee shall be entitled to accrue another day off in lieu thereof, in addition to straight-time pay for each hour worked, or overtime, as appropriate.

4. All holiday credit accrued between January 1 and June 30 must be scheduled and taken by the employee by June 30. If the time is not scheduled and taken by June 30, the employee shall be paid for any such hours at the employee's hourly rate on the second scheduled payday after June 30 and the hours shall be subtracted from the employee's accrual balance. All holiday credit accrued between July 1 and December 31 must be scheduled and taken by the employee by December 31. If the time is not scheduled and taken by December 31, the employee shall be paid for any such hours at the employee's hourly rate on the second scheduled payday after December 31, and the hours shall be subtracted from the employee's accrual balance.

F. FLOATING HOLIDAYS.

In addition to the above holidays, each employee in the bargaining unit shall be credited with **forty-eight** (48) hours of floating holidays. Floating holiday hours are to commemorate other holidays including President's Day, Admission's Day, Columbus Day, State wide Election Day, and other holidays that may be celebrated by employees. All employees will be credited with **forty-eight** (48) floating holiday hours **in the pay period in which July 1 falls** each year. The hours shall not exceed **forty-eight** (48) and unused hours from the prior year shall have no cash value. Floating holiday hours cannot be utilized for the donation to catastrophic leave banks. **Floating Holiday hours shall not be paid out to employees who voluntarily leave employment during their initial probation as a City employee.**

G. VACATION LEAVE

1. VACATION USE

a. All employees shall be entitled to annual vacation leave with pay as provided in this Agreement.

b. Scheduling of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.

c. Vacation leave may be granted in half-hour increments effective February 26, 1995.

d. Vacation leave shall not be granted to any employee after separation from City service, during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City.

e. Vacation leave shall not be granted to any employee during the first six (6) full calendar months of the employee's original probationary period. However, on

the successful completion of the probationary period, the employee shall be credited with vacation leave that would otherwise have been accrued during the probationary period as provided in this Agreement.

2. VACATION ACCRUAL

a. VACATION ACCRUAL RATES. All employees shall accrue vacation leave on the basis of the number of regular hours worked in the City service and all hours spent in a paid leave status from regular duties, excluding any time worked as overtime or special time as provided below. Such accrual shall take place on a pay period basis.

(1) During the employee's first five (5) full consecutive years of employment, the employee shall accrue one (1) hour of vacation leave for each 26 hours spent in a pay status. This accrual amounts to approximately ten (10) days per year.

(2) During an employee's sixth (6th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 23.63 hours spent in a pay status. This accrual amounts to approximately eleven (11) days per year.

(3) During an employee's seventh (7th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 21.66 hours spent in a pay status. This accrual amounts to approximately twelve (12) days per year.

(4) During an employee's eighth (8th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 20.00 hours spent in a pay status. This accrual amounts to approximately thirteen (13) days per year.

(5) During an employee's ninth (9th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 18.57 hours spent in a pay status. This accrual amounts to approximately fourteen (14) days per year.

(6) During an employee's tenth (10th) consecutive year of employment, and extending through the fourteenth (14th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave for each 17.33 hours spent in a pay status. This accrual amounts to approximately fifteen (15) days per year.

(7) Beginning with an employee's fifteenth (15th) consecutive year of employment, and extending through the nineteenth (19th) consecutive year of employment, the employee shall accrue one (1) hour of vacation leave

for each 13.00 hours spent in a pay status. This accrual amounts to approximately twenty (20) days per year.

(8) Beginning with an employee's twentieth (20th) consecutive year of employment and through the remaining years of employment, the employee shall accrue one (1) hour of vacation leave for each 10.40 hours spent in a pay status. This amounts to approximately twenty-five (25) days per year.

b. All employees shall take annual vacation leave away from their job duties. Employees hired prior to July 1, 1995, may not accrue vacation leave in excess of 360 hours. Employees hired July 1, 1995, or after may not accrue vacation leave in excess of **300** hours.

c. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.

d. Employees granted a leave of absence with pay, or other approved leave with pay, shall accrue vacation leave as otherwise provided by this Agreement.

e. Vacation leave shall not be accrued by an employee absent from duty after separation from City service, during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City.

f. Employees may not utilize accrued vacation for the sole purpose of extending employment with the City.

3. COMPENSATION FOR ACCRUED VACATION LEAVE

Upon separation, an employee shall receive compensation for accrued vacation leave. Such compensation shall be at the employee's salary rate at the time of separation.

4. HOLIDAY OCCURRING DURING VACATION

In the event that a holiday recognized in this Agreement occurs during an employee's scheduled vacation leave, such holiday shall not be considered as vacation leave used by the employee.

H. MILITARY LEAVE

The State Military and Veteran's Code shall govern the City's granting and an employee's use of military leave.

I. LEAVE OF ABSENCE WITHOUT PAY

1. Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for leave of absence without pay for a period not exceeding one (1) year for the specific purpose of obtaining improved job training, or recuperating from an extended illness for which sick leave is not available, including maternity leave, or for attending to urgent personal affairs. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-City employment. The City shall have sole discretion to approve or disapprove any such request. **Approval for leave without pay in excess of thirty (30) calendar days must be referred to the City Manager for approval; leaves of less than thirty (30) days must be referred to the department director for approval.**

2. Any employee having been granted a leave of absence without pay and not reporting for work promptly upon its expiration shall be considered to have automatically resigned from the City service.

J. LEAVE FOR JURY DUTY

Any employee called to serve as a juror shall receive compensation from the City for the difference between the pay received as a juror, except payment for mileage, and the employee's regular salary that would have been received but for jury duty.

K. FAMILY AND MEDICAL LEAVE POLICY

The City of Oceanside Family and Medical Leave Policy shall govern the granting and employee use of family and medical leave.

VIII. SEPARATION FROM CITY SERVICE

Separation of an employee from City service may be accomplished in any of the following manners:

A. Completion of work assignment or project.
B. Resignation, which may be either deliberate or automatic. Any deliberate resignation shall be submitted to the appropriate immediate supervisor at least seven (7) calendar days prior to an employee's actual separation from the City service.
C. Retirement, which may be either deliberate or by virtue of disability.
D. Layoff as provided in Section VIII of this Agreement.
E. Discharge as a result of disciplinary action as provided in this Agreement.
F. Death.

IX. LAYOFF AND RECALL POLICY

A. SCOPE AND PURPOSE

Whenever it becomes necessary, in the judgment of the City, due to lack of work, lack of funds, or other legitimate economic reasons, or because the necessity for a position no longer exists, the City may abolish any position or employment, and the employee holding such position or employment may be laid off without disciplinary action and without the right to appeal the concept of the lay off, except as provided herein. This procedure shall not be used for disciplinary reasons. It is also understood that employees and the Association expressly reserve the right to grieve alleged violations of the layoff procedure and/or allegations that the procedure, as applied to a particular employee, has been used for disciplinary reasons.

B. PROCEDURE

Layoff of any employee shall be made in the following order:

1. Employees shall be laid off by classification in the reverse order of departmental seniority, with temporary, then probationary employees being laid off before permanent employees.

   A permanent employee who is subject to layoff shall have the right to displace within the department any temporary and/or hourly extra-help employee in a lateral or lower classification in which he/she is qualified. Such employee shall be a temporary or extra-help/hourly employee in the new position but shall retain his/her reemployment rights to the permanent position.

2. In the event that two or more employees in the same classification have the same departmental seniority, then layoff shall be made on the basis of City seniority.

3. In the event that two or more employees in the same classification have the same departmental and City seniority, then layoff shall be made on the basis of the employees' job performance as determined by the City Manager or his/her designee.

4. **In determining departmental seniority within a department which has been merged with or split from another department, the Human Resources Director's decision on departmental seniority calculation shall be final.**

5. The only exception to the above-described order shall be where an employee within an affected classification has an identified exceptional skill, knowledge or ability particular to the work being performed and which more senior employees do not possess. The determination that such an employee has such a particular skill, knowledge or ability may be made only by the City Manager. Any employee who would not have been laid off but for such a determination by the City

Manager may appeal the validity of such determination beginning with Step 4 of the Grievance Procedure.

C. NOTICE OF LAYOFF

The City shall give all affected employees and the Association at least thirty (30) calendar days written notice of any impending layoff, except in the event of an emergency situation, the City shall give no less than ten (10) calendar days notice. If the City fails to give an affected employee the required notice, the employee shall be entitled to payment of regular wages in lieu of such notice for each additional day the employee would have been in a paid status had he or she received the required notice. In no case will an employee receive in excess of one calendar month (ten calendar days in case of emergency) of regular wages. The notice shall include the following:

1. The effective date of the layoff.

2. The reason for the layoff.

3. The job classification, if any, within the employee's present department into which the employee may retreat as otherwise provided in this procedure.

4. The vacancies in job classification, if any, in other departments into which the employee may retreat as otherwise provided in this procedure.

5. The rules governing recall.

6. The availability of **Human Resources Department** staff to assist the employee in seeking other employment.

D. TRANSFER TO AVOID LAYOFF

Prior to implementing any layoff, the City will transfer an affected employee to a vacancy in an equivalent job classification in the same department or another department, provided the affected employee possesses the skills necessary to perform the new job.

E. LAYOFF DUE TO CONTRACTING FOR SERVICE

If a permanent City employee is laid off due to the City's contracting for the services performed by said employee, the City agrees to notify the employee and the employee's Association representative at least 30 days prior to the effective date of the layoff. The City further agrees to assist any employee subject to layoff due to the aforementioned procedure in finding similar employment for which the employee is qualified.

F. RETREAT

1. An employee affected by layoff shall have retreat rights to displace an employee in the same department who has less seniority in a lower class in the same class series, or in a lower classification in which the affected employee once had permanent status **during the current length of employment.** In order to retreat to a lower or former class, an employee must request such retreat action in writing to the **Human Resources Department** within ten (10) calendar days of receipt of the notice of layoff. Employees retreating to a lower or former class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or former class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class.

2. An employee who is not eligible for retreat rights within the same department in which he/she is currently employed, as described above, and who has previously served in another City department, may displace an employee of such previous department who has less seniority in that department. Any such displacement shall only take place in the same classification that the affected employee currently holds, in a lower class in the same class series as that one currently held, or in a lower classification in which the affected employee once had permanent status. In order to retreat to a lower or former class, an employee must request such retreat action in writing to the **Human Resources Department** within ten (10) calendar days of receipt of the notice of layoff. Employees retreating to a lower or former class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. Employees retreating to a lower or former class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class.

3. Any retreat right exercised under this procedure shall establish a new Evaluation Date for the affected employee.

G. REEMPLOYMENT

1. The names of persons laid off in accordance with this procedure shall be entered upon a Reemployment List. Such lists shall be on the basis of job classification. If the affected job classification is utilized in only one department, then former employees shall be placed upon the Reemployment List for that job classification in the inverse order of their layoff date. If the affected job classification is utilized in more than one department, then former employees shall be placed upon the Reemployment List for the job classification according to descending City seniority first and then descending classification seniority in the event that two (2) or more employees have identical City seniority. If two (2) or more employees have identical City and classification seniority, then the employees shall hold the

same position on the Reemployment List. The list shall contain the name of the former employees; the former employees' departmental, City and classification seniority; and the former employees' date of layoff. Names of persons laid off from different departments or different layoff dates shall be combined into a single list.

2. In the event that the job classification from which a former employee has been laid off no longer exists, then the former employee shall have the opportunity to qualify for other reemployment lists for different job classifications. A former employee's eligibility for any particular recall list in such circumstances shall be determined by the City's standard hiring practices for that position. A laid off employee shall notify the **Human Resources Department** within ten (10) calendar days of his/her layoff for which positions, if any, he/she desires to attempt to qualify.

3. The Reemployment List shall be made an addendum to any existing regular eligible list for each affected job classification for a period of **twelve (12)** months from the date of layoff. If no regular eligible list exists, the Reemployment List shall be used to establish a new eligible list. Such Reemployment List shall be considered by any appointing authority in filling a vacancy which arises in the same or lower job classification before consideration of an eligible list.

4. When a vacancy arises in a job classification for which a Reemployment List exists, the **Human Resources Department** shall immediately notify those former employees whose names appear on the list. Such notification shall be by registered or certified mail sent to the employee's last address of record on file in the **Human Resources Department**. It shall be the responsibility of the former employee to keep the **Human Resources Department** informed of any address changes. Within ten (10) calendar days after receipt of the notice of vacancy, a former employee must inform the **Human Resources Department** of his/her availability and intention to accept re-employment, if offered. The names of all former employees on a Reemployment List willing to accept employment shall be certified to the appropriate appointing authority for consideration for re-employment. Such names shall be certified in the order in which they appear on the Reemployment List. No other applicant on any other eligible list shall be considered for appointment to the vacancy until all former employees on the reemployment list have been considered for appointment.

5. Upon reemployment, the former employee's salary shall be established at the salary step level held at the time of layoff and the evaluation date for use in accordance with the salary step plan shall be the date on which reemployment begins**, less any time previously spent at that step in that class, so that the employee is credited with time previously spent at the step they were in before layoff.** A reemployed employee shall be entitled to credit for all unpaid sick leave accrued prior to layoff and shall accrue vacation and sick leave at the

same rate and maximum limitation such accruals were made at the time of the layoff.

H. SEVERANCE PAY

Employees who are laid off and separated from City service shall be entitled to severance pay in the amount of one week **base salary** for each year worked with a cap of four weeks.

X. INDUSTRIAL INJURIES AND ACCIDENTS

A. DEFINITION

The State Workers' Compensation laws and this Agreement shall govern all aspects of duty-related injuries, illnesses and accidents.

B. INJURY AND ILLNESS REPORTING

1. Any duty-related injury or illness which requires medical treatment shall be reported to the immediate supervisor by any injured or ill employee as soon as possible thereafter. **Employees are also responsible for completing the on-line injury report and forwarding it to their supervisor on the day of the injury if possible.**

2. Any duty-related injury or illness which does not require medical treatment shall be reported to the appropriate immediate supervisor by any injured or ill employee by the end of the work day schedule in which the injury or illness occurred, or as soon as possible thereafter. **Employees are also responsible for completing the on-line Injury Reporting System report and forwarding it to their supervisor on the day of the injury before leaving for the day if physically able. If employee's immediate supervisor is not available (e.g., vacation, etc.), it should be forwarded to the supervisor's designee.**

C. ACCIDENT REPORTING

1. Any duty-related injury or property damage shall be reported to the appropriate immediate supervisor by any accident-involved employee as soon as possible.

2. Any duty-related accident which does not result in any injury or property damage shall be reported to the appropriate immediate supervisor by any accident-involved employee by the end of the workday schedule in which the accident occurred, or as soon as possible thereafter.

3. **Supervisors shall report the accident details to the Risk Management Division of the Human Resources Department by the end of the work day by phone or email.**

D. MEDICAL TREATMENT FOR INJURY OR ILLNESS

Any employee suffering any duty-related injury or illness which requires either immediate or continued medical treatment shall immediately seek such treatment from a City-approved physician or medical facility, except as provided herein.

1. If an employee has notified the City in writing prior to the date of injury that the employee has a personal physician as defined in state law, then the employee shall have the right to be treated by such physician from the date of injury. **After the date the illness or injury is reported, the employee may select a physician from the Medical Provider Network.**

E. ABSENCE FOR INDUSTRIAL INJURY OR ILLNESS

1. Any employee suffering a duty-related injury or illness which prohibits that employee from the performance of regular job duties may request an absence from duty. Such request shall be submitted in the form of a Workers' Compensation claim **through the on-line Injury Reporting System**. Upon the acceptance of any such claim by the City or the State Workers' Compensation Appeals Board, the employee shall be granted an absence from duty. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Appeals Board process.

XI. STANDARDS OF CONDUCT

A. Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such misconduct shall include, but not be limited to, any of the following:

1. Commission of an act which results in a criminal conviction and constitutes a misdemeanor or infraction involving moral turpitude, or a felony.

2. Unauthorized use or possession of City property or equipment.

3. Causing damage to or waste of public property through misconduct or negligence.

4. Unauthorized or excessive absence from regularly assigned duties.

5. Frequent and unexcused tardiness in reporting to regularly assigned duties.

6. Use of fraud or material misrepresentation but for such fraud or material misrepresentation the employee would not have secured employment.

7. Use of an employee's official position or office for personal gain or advantage.

8. Deliberate dishonesty related to the performance of an employee's duties.

9. Accepting favors or gratuities in return for services required to be performed as a part of the employee's official duties and responsibilities.

10. Discourteous treatment of the public or other City employees.

11. Failure to carry out assigned duties promptly, adequately or efficiently.

12. Insubordination.

13. Intentional or negligent act or omission which adversely affects, or threatens to adversely affect, the safety of the employee or others.

14. Failure to observe and comply with this Agreement or City or departmental rules and regulations.

15. Use, possession, or being under the influence of any alcoholic beverage while on duty.

16. Being under the influence of any drug which interferes with the performance of any employee's regular job duties.

17. Use or possession of any illegal drug while on duty.

18. Other serious or socially reprehensible conduct either during or outside of duty hours which is of such a nature that it causes serious discredit to the employee's department or the City.

B. No employee shall be discharged for a minor violation of the standards of conduct delineated hereinabove as XI.A.11. or XI.A.14. without first having received a prior written warning concerning a related or similar violation.

XII. DISCIPLINE

A. Full authority for discipline is retained by the City. The City agrees, however, that employees will be disciplined only for just cause.

B. Prior to the imposition of any discipline, excluding reprimand of any classified, permanent employee, the following procedure shall be utilized.

1. The employee shall be given written notice of the disciplinary action including a statement of the reason therefore. Service of such notice shall be considered complete upon the personal delivery of such notice in the U.S. Mail, first-class postage prepaid, addressed to the employee's latest known address on file in the **Human Resources Department** of the City.

2. The notice of disciplinary action must also include a copy of the charges of misconduct and, whenever practical, a copy of the material or documents upon which the charges are based. If it is impractical to provide the employee with a copy of such materials or documents, the employee and/or his/her representative shall be allowed reasonable time to review such materials or documents and the notice of disciplinary action shall set forth the procedure for such a review.

3. The employee shall be given the right to respond to the proposed discipline either orally or in writing to the appropriate City appointing authority. The City shall give the employee a reasonable time to submit his/her response and in no event shall such time period be less than forty-eight (48) hours from the completion of service of the notice of disciplinary action.

4. An employee waives all rights to informally respond to the proposed discipline if he/she fails to submit such response within the time limit established by the City.

5. Following either the submission of the employee's informal response to the disciplinary action or the waiver of such right, the appropriate City appointing authority shall either impose, or modify, or not impose the proposed discipline, as the situation warrants. Any discipline so imposed shall not be stayed by the initiation of a grievance by the employee as provided for herein.

C. Notwithstanding the provisions of Section XII.B. hereinabove, any discipline which, in the judgment of the appointing authority, must be imposed immediately to protect the health, safety, or welfare of the community or other City employees may be summarily imposed without affecting the predisciplinary procedure of Section XII.B. Such procedure shall be completed, however, within five (5) working days of the imposition of the discipline.

D. A grievance of discipline must be initiated by the employee within five (5) working days after the notice of discharge, demotion or reduction in pay, or the initial date of suspension, whichever date is earliest, should a combination of discipline apply, or in the case of discipline imposed under Section XII.C., after the completion of the informal response procedures. Failure to initiate a grievance within such time limit shall constitute a waiver by the employee of all rights to grieve such discipline hereunder.

E. All disciplinary grievances shall be initiated at Step 3 of the Grievance Procedure delineated herein except grievance of disciplinary action involving reprimand which shall be initiated at Step 1. Verbal reprimands may only go to Step 3.

F. Written Reprimand: A Department Director or his/her designee may reprimand an employee by furnishing the employee with a written statement of the specific reasons for the reprimand and notification that unless improvement occurs immediately, further disciplinary action may result. A copy of the reprimand shall be filed in the employee's department file, but will not be maintained in the central personnel file in the **Human Resources** Department. If an employee's performance is satisfactory and the employee does not receive any form of disciplinary action in the twenty-four (24) months following receipt of the written reprimand, then written reprimand will be removed from the employee's departmental personnel file at the employee's written request. However, if the employee's performance is not satisfactory or if the employee receives any form of disciplinary action in the twenty-four (24) month period following receipt of the written reprimand, the written reprimand shall remain part of the permanent personnel file and may be included in any subsequent disciplinary action.

Written Reprimands shall only be appealed to the City Manager or designee and are not subject to the grievance procedures.

XIII. GRIEVANCE PROCEDURES

A. DEFINED

A grievance is an alleged violation of a specific clause of the Agreement. Matters for which another method of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.

B. PROCEDURE

All grievances shall be presented in the following manner:

1. STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Agreement. Prior to filing any such written grievance every effort will be made to resolve the matter informally. The supervisor shall render a decision in writing to the grievant within five (5) working days from the day the grievance is presented.

2. STEP 2. If the grievance is not resolved in STEP 1, the grievant may appeal it to the Department Head within ten (10) working days from the date a decision was rendered in STEP 1, above. Such appeal shall be in writing, and shall include: a

statement of the grievance and the facts relative to it; a statement of the alleged violation of the Agreement; and a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Department Head shall arrange a meeting between himself/herself, the aggrieved employee, the employee's representative (if applicable), and a representative of the **Human Resources Department** to review the grievance. The Department Head shall render a written decision on the grievance within ten (10) working days after the meeting.

3. STEP 3. If the grievance is not resolved in STEP 2, the grievant may appeal it in writing to the City Manager within five (5) working days from the date a decision was rendered in STEP 2, above. The City Manager, or designated representative, must arrange a meeting between those affected before rendering a decision. The decision shall be rendered within twenty (20) working days of the filing of the appeal.

4. STEP 4. If the grievance is not resolved in STEP 3, the grievant may submit it to an advisory arbitrator by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in STEP 3, above.

    a. The City Manager shall request a panel of seven (7) advisory arbitrators from the California State Conciliation Service within fifteen (15) working days of receiving such a request. The advisory arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.

    b. The advisory arbitrator shall issue subpoenas to compel the attendance of witnesses if such be necessary at the request of either party.

    c. The hearing shall be recorded by a certified shorthand reporter or tape recorder as agreed by the parties. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each shall be responsible for any specialized or extraordinary service they might individually request.

    d. In rendering a recommendation, the advisory arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

    e. The fees and expenses of the arbitrator shall be shared equally by the parties involved, except that if either party rejects the advisory decision of the

arbitrator, that party must pay the entire cost of the arbitrator's fees and expenses. All other expenses and costs incurred by the parties during arbitration shall be the responsibility of the individual party incurring the same.

f. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

C. WORKING DAYS DEFINED

As used in this procedure, the term "working days" shall mean regular work days Monday through Friday between 7:30 a.m. and 4:30 p.m., except holidays on which the City administrative offices are closed to the public. For employees working a 9/80 work schedule, the term "working days" shall mean regular work days Monday through Friday between 7:30 a.m. and 5:30 p.m., except holidays and Fridays on which the City administrative offices are closed to the public.

XIV. NO STRIKE CLAUSE

A. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members to do so. In the event of the following concerted activities such as a strike, sympathy strike, work stoppage, slow-down, or obstructive picketing, the Association agrees in, good faith, to actively take affirmative action to cause those employees to cease such action.

C. It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action, up to and including discharge, and/or may be considered to have resigned automatically from the City service. For the purpose of this article, any employee deemed to have resigned automatically shall be eligible to utilize the Grievance Procedures as provided in this Agreement.

D. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or any other City rules, regulations, resolutions and/or ordinances, from any employee and/or Association. No such actions shall be taken by the City in the event that the Association acts in good faith in accordance with Section B., above.

E. The expiration or violation of this Agreement shall not prejudice the City's right to assert the illegality of any such activities mentioned above if engaged in by the Association or employees.

XV. LABOR RELATIONS MEETING

The City and the Association shall schedule a quarterly meeting between the City's Human **Resources** Department and the OCEA representatives to promote positive labor relations.

XVI. CONFLICT OF PROVISIONS

In the event of a conflict between a specific provision of this Agreement and a written rule, regulation or ordinance of the City or any of its divisions, the terms of this Agreement shall prevail.

XVII. SAVINGS PROVISION

If any provision(s) of this Agreement are held to be contrary to the law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

XVIII. BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

XIX. CONCLUSION OF AGREEMENT

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties. This Agreement is intended to supersede all prior Agreements, Memoranda of Understanding, contrary provisions of salary ordinances, City Code sections, or Personnel Rules and Regulations whether expressed or implied, written or oral. It shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted by the parties. Therefore, for the term of this Agreement, neither party shall be compelled to negotiate or bargain with the other concerning any mandatory bargaining issues, whether or not such issues were specifically discussed prior to the execution of this Agreement, or whether or not such issues were omitted from any discussion. The parties may, however, mutually agree to discuss or meet and confer regarding any issue arising during the term of this Agreement.

XX. TERM OF AGREEMENT

This Agreement and each of its provisions are effective upon ratification by City Council and shall continue in full force and effect until **June 30, 2015** and from year to year thereafter unless one party serves notice on the other prior to the expiration date.

XXI. RATIFICATION AND EXECUTION

This Agreement shall be in full force and effect upon formal approval by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association.

DATED _____, OCEANSIDE CITY EMPLOYEES' ASSOCIATION.

BY _____
Ray Whitmer, (Chief Negotiator)
Secretary-Treasurer/Business Representative,
Teamsters Local 911

BY _____
Chester Mordasini, President/Business Agent
Teamsters Local 911

BY _____
Donald Salazar, President OCEA
Maintenance Specialist

BY _____
Christine Walker, Vice President OCEA
Senior Office Specialist

BY _____
Chip Brust, OCEA
Maintenance Specialist

BY _____
Ahren Fox, OCEA
Waste Water Plant Operator III

DATED _____, CITY OF OCEANSIDE

BY _____
Patricia Nunez, (Chief Negotiator)
Human Resources Director

BY _____
Armando Fernandez
Principal Human Resources Analyst

APPENDIX A

MISCELLANEOUS EMPLOYEES'
BARGAINING UNIT

The City and the Association agree to the appropriateness of the following bargaining unit:

A. All full-time, regular employees of the City, excluding: all sworn Police employees; all sworn Fire employees; all Management and Confidential employees; grant-funded employees; and all employees represented by other employee organizations.

B. REGULAR EMPLOYEE DEFINED. A regular employee shall be a full-time employee working a regular or predetermined schedule, even though at odd hours, who is compensated on an hourly wage basis and receives fringe benefits. Hourly, casual, seasonal, or emergency employees shall not be considered as regular employees.

C. The following classifications are represented by this Unit:

Accounting Clerk
Accounting Specialist I
Accounting Specialist II
Accounting Technician
Apprentice Mechanic
Associate Chemist
Automotive Technician I
Automotive Technician II
Automotive Technician III
Building Inspector I
Building Inspector II
Building Inspector III
Business License Inspector
Call Center Coordinator
Code Enforcement Officer I
Code Enforcement Officer II
Code Enforcement Officer III
Community Resource Center Assistant
Compliance Inspector
Computer Operator
Courier
Cross Connection Control Technician
Custodian
Customer Account Representative I
Customer Account Representative II
Development Specialist
Development Services Technician
Distribution Operator I
Distribution Operator II
Distribution Operator III
Document Technician
Electrician
Electronic Specialist
Electronic Technician
Engineering Assistant I
Engineering Assistant II
Engineering Staff Assistant
Evidence and Property Tech I
Evidence and Property Tech II
Fleet Services Technician
Garage Service Worker
Geographic Information Systems Assistant
Geographic Information System Specialist
Housing Specialist I
Housing Specialist II
Housing Technician
Industrial Waste Inspector

Instrumentation Technician I
Instrumentation Technician II
Laboratory Assistant
Laboratory Technician
Lead Automotive Technician
Lead Custodian
Lead Mechanic
Lead Public Works Inspector
Librarian I
Librarian II
Library Assistant
Library Clerk I
Library Clerk II
Library Technician
Library Trainee
Maintenance Specialist
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Mechanic I
Mechanic II
Mechanical Technologist I
Mechanical Technologist II
Meter Service Worker I
Meter Service Worker II
Meter Service Worker III
Microbiologist
Minutes Specialist
Office Services Technician
Office Specialist I
Office Specialist II
Parking Enforcement Coordinator
Parking Enforcement Officer I
Parking Enforcement Officer II
Property Agent
Public Works Inspector
Purchasing Coordinator
Purchasing Technician
Records Center Technician
Recreation Specialist I
Recreation Specialist II
Revenue Compliance Inspector
Senior Customer Account Representative
Senior Distribution Operator
Senior Engineering Assistant
Senior Engineering Staff Assistant
Senior Evidence and Property Technician
Senior Librarian
Senior Library Assistant
Senior Meter Service Worker
Senior Office Specialist
Senior Parking Enforcement Officer
Senior Utility Worker
Stock Clerk
Traffic Engineering Technician
Utility Worker I
Utility Worker II
Utility Worker III
Utility Worker Trainee
Wastewater Plant Operator In Training
Wastewater Plant Operator I
Wastewater Plant Operator II
Wastewater Plant Operator III
Water Plant Operator I
Water Plant Operator II
Water Plant Operator III

APPENDIX B

PART TIME BENEFITED EMPLOYEES

1. EMPLOYEE DEFINITIONS

Seasonal Employee:

An employee who performs work during part of a calendar year that is seasonal in nature. The employee will work less than one thousand (1,000) hours or less than nine (9) months in a fiscal year, which ever occurs first.

Temporary Employee:

An employee who performs work in order to cover unusual or peak workload situations, intermittent assignments, emergencies or to cover employee absences. Under no circumstances will any temporary employee be allowed to work more than one thousand (1,000) hours in a fiscal year. Once an employee has worked one thousand (1,000) hours within a fiscal year, the employee will be terminated and not allowed to work for the city in a temporary or seasonal category for a sixty (60) calendar day period.

Part-time Employee:

An employee in a permanent budgeted position who performs work in a regularly established schedule of at least twenty-four (24) hours per week but less than thirty-three (33) hours per week.

Library Employee:

An employee who performs work in the Library not to exceed one thousand (1,000) hours in a fiscal year.

Recreational Employee:

An employee who performs work in a recreational environment not to exceed one thousand (1,000) hours in a fiscal year.

Provisional Employee:

An employee who performs work created through a special government program for which the City is fully or partially reimbursed, or a limited term position that is approved by the City Council for a duration not to exceed a specified term. Upon cancellation of the special government program, completion of the work assignment or upon expiration of the term, the position shall be abolished.

2. BENEFITS FOR PART-TIME EMPLOYEES

The following is a listing of benefits for part time benefited employees within the Oceanside City Employee's Association bargaining unit. This comprises a conclusive list of benefits.

Vacation: Part time benefited employees will accrue vacation at the same accrual rate as permanent employees as defined in the OCEA MOU with a cap of two hundred (200) hours.
Part time employees will only accrue vacation for hours worked on their normal assigned work schedule.

Holiday: Part time employees will receive forty (4)0 hours of holiday hours per year. These hours will be credited on July 1st of each year. The hours shall not exceed forty (40) and unused hours from the prior year shall have no cash value. The use of holiday hours will not be authorized to increase an employee's normal work schedule.

Other Leaves: Part time benefited employees shall be eligible for bereavement leave and jury duty under the same provisions as full time benefited employees.

Compensatory time: Part time benefited employees shall be eligible for compensatory time under the same provisions as full time benefited employees, only after they have worked in excess of forty (40) hours in a pay period.

Medical/Dental/Vision Insurance:

The City shall contribute a sum not to exceed $310 per month toward **the medical/vision insurance offered by the Fund** for the employee and eligible family members. **Employees shall not be allowed to enroll in any City-sponsored medical or vision plans but will be allowed to enroll in a City-sponsored dental plan.** Under no circumstances shall the City be required to pay any of the unused City contribution to the employee in cash.

Retirement: Part time employees shall be enrolled in the California Public Employees Retirement System (**Cal**PERS) from the first date of employment. Employees will be required to pay the Employee cost and the City will pay the Employer cost.

Deferred Compensation:

Part time employees may participate in the City non-contributory Deferred Compensation Plan on a voluntary basis, subject to all of the Plan's conditions and regulations.

Flexible Spending Accounts:

Part time employees may participate in the City IRS approved Flexible Spending Account (FSA) program that will enable employees to defer compensation on a pre-tax basis for eligible health care expenses and dependent care expenses. The Administration fees will be paid by the City.

Short Term Disability: The City shall provide part time employees short term disability insurance in the same manner as permanent employees as outlined in the Memorandum of Understanding.

Part time benefited employees are not eligible to receive bilingual pay.

3. PART TIME BENEFITED EMPLOYEES APPOINTMENT PROCESS

Part time benefited employees shall be selected from among those eligibles properly certified by the **Human Resources** Department on an Eligible List unless otherwise agreed upon by all parties concerned.

4. PROBATIONARY PERIOD FOR PART TIME BENEFITED EMPLOYEES

All part time benefited employees will serve one thousand (1,000) hours as a probationary period. After part time benefited employees have completed their probationary period, they shall be eligible for additional step increases commencing from one (1) year from the date they successfully completed their probationary period.

The probationary period shall serve as the final phase of the examination process. It shall be utilized by the Appointing Authority as an on-the-job trial and evaluation of employees in new jobs.

The probationary period shall date from the first day of service after appointment to a part time benefited position from the eligible list and shall continue through the end of the pay period which includes one thousand (1,000) hours of actual service.